

# Terms & Conditions for Meeting Room Use

## South County Library

### Preamble

In consideration of the payment of the rental fee and the agreement of the Client to comply with these Terms and Conditions, South County Library ("South County") agrees to make space available to the Client for the dates and times set forth and to make other resources available, as indicated.

### Purpose

The purpose of the Roanoke County Public Library's meeting rooms is to serve the residents, organizations, and government as a central location for meetings and educational and cultural activities. Meeting rooms are not available for private event rentals, such as baby or bridal showers, reunions, anniversaries, weddings, funerals, or birthdays. The meeting rooms are available by reservation at a nominal charge.

### Definitions

**Community Use:** Community rates apply to formal nonprofit organizations (a 501(c)(3) tax determination letter may be required), social or hobby clubs, or government agencies outside of Roanoke County for non-commercial use (i.e., no admission fee, vendor fee, and/or donation is requested or received during the event). Events may or may not be open to the public and may occur during or outside of regular library operating hours. Some events or events held outside normal library hours may require additional approval.

**Commercial Use:** Commercial rates apply to for-profit businesses and corporations. Admission or vendor fees may be collected and donations may be received during the event. These rates also apply to nonprofit organizations (a 501(c)(3) tax determination letter may be required) in which events or meetings involve admission fees or donations while renting the meeting space. Events may or may not be open to the public and may occur during or outside of regular library operating hours with approval. This may include business receptions, seminars, or workshops.

### Payment

**Confirmation:** The room is not secured until the Client receives a confirmation, typically by email and within four hours of event reservation request; the space for walk-in clients is not secured until a printed copy of the confirmation is received. The date, time, and set-up indicated in the confirmation are the arrangement of record unless the Client notifies South County of any discrepancies in the confirmation. All alterations to room set-up and meeting times must be requested by 5:00 p.m. the Thursday preceding the event.

**Deposit:** Rentals under \$200 including equipment do not require a deposit. For rentals \$200 or more, the room is not secured until the deposit, which is 50% of the entire agreement including equipment rental, is received within five (5) business days of reservation confirmation. The remainder is due the day of the event before the meeting commences. A valid ID, such as a state-issued driver's license, may be required when a rental payment is made.

**Cancellation/Refund:** The following guidelines are used to determine return of deposit for a cancellation. Please note that a "business day" refers to the days and hours the Library is open (Monday through Saturday). It does not include Sunday.

Cancelled 72 hours (3 business days) prior to the meeting date – a full refund of all fees paid will be issued

Cancelled 24 to 71 hours (1 to 3 business days) before event – a 50% refund of the required deposit will be issued

Cancelled fewer than 24 hours before the event or if the Client is a “no show,” the deposit will be forfeited and the Client’s privilege to rent at South County in the future will be jeopardized. If the Library is closed due to inclement weather or the meeting space is not available due to an unforeseen emergency situation, all prepaid fees will be refunded.

Clients who are not required to make a deposit and who are “no shows” or give fewer than 72 hours notice may forfeit, at South County’s discretion, their privilege to rent at South County in the future.

**Failure to pay:** Clients are required to pay before their meeting commences. Clients who fail to pay on the date of the event may forfeit, at South County’s discretion, their privilege to rent at South County in the future.

**Cancelled Checks:** There will be a \$35.00 fee for any returned checks.

### **Set Up, Clean Up, and Use of Outside Vendors**

**Set Up:** Access to the facility for setting up, including any outside vendors, will be ONLY during the hours stated on the confirming document. Standard room configurations are provided at no extra charge unless otherwise stated. Additional or different chairs or tables may be rented at the Client’s expense.

**Clean Up:** The premises must be left in the same condition and configuration as found at the beginning of the rental period. All Client-owned or -rented equipment or supplies, decorations, as well as food, beverages, and other items from a food service provider must be removed from the premises immediately after use of the facility and no later than the agreed-upon usage time or an excess fee will be charged. The same is true of the servery.

The Client must immediately notify South County staff of any major spillage or other instances that could require additional cleaning. South County Library is professionally cleaned daily; however, any excessive cleaning charges will be the responsibility of the Client.

**Defacing Property:** Client shall not (a) cause or permit the facility to be injured, marred, or in any manner defaced or changed; (b) place any nails, hooks, tacks, screws, or other fasteners into any part of the facility; or (c) place or permit to be placed signs on windows, doors, or painted walls in any part of the facility. No decorations, such as posters, pictures, or banners, are to be fastened to walls, woodwork, windows, or window coverings inside or out. All decorations are to be freestanding. No duct tape, masking tape, or other adhesives may be used anywhere within South County Library. All decorative items must be removed from the South County premises immediately following use of the facility.

**Caterers:** No food or drink with the exception of bottled water is allowed in the Auditorium at any time. Food is permitted in the meeting rooms with permission of South County staff. Groups of 25 or fewer may bring in their own food. Groups larger than 25 are encouraged to use South County Library’s list of recommended caterers. If the Client has another caterer they would prefer to use, they will be responsible to ensure that the caterer is licensed, insured, and approved by the Health Department. They will also be responsible for following the guidelines set out for caterers using the South County Library facility. Mill Mountain Coffee and Tea at South County Library can cater or provide beverage service for many events. Please call (540) 777-7111 in advance to arrange. The time taken to set up and clean up by outside vendors must

be accomplished within the agreed-upon rental period.

Please note that punches and soft drinks that contain color, such as red or purple, and which may stain the carpet are strictly prohibited.

**Rented Equipment:** All equipment rented from outside vendors must be delivered the day of the event during the rental period and picked up immediately following the event unless other arrangements are made.

**Failure to Remove:** Should Client fail to remove all of the organization's or outside vendor's materials from South County at the end of the rental period, the Roanoke County Public Library may remove them at the expense of the Client. Client shall be responsible for payment of storage costs for such material and Client agrees to indemnify and hold the County of Roanoke, its officers, agents, employees, and volunteers harmless for any and all loss, damages, or claims of any nature or type with respect to material removed or stored under the terms of this Agreement. Items will be held for 30 days before being disposed of or sold.

### **Tobacco and Alcohol Products**

Use of all types of tobacco and alcohol products is prohibited at South County Library.

### **Destruction and Damage**

**Damage:** If a Client or participant in a Client's event damages the facility, furnishings, or equipment during the rental period, Client shall pay for all necessary repairs and may forfeit, at South County's discretion, their privilege to rent in the future.

**Destruction:** This rental agreement shall terminate if South County Library is destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of this agreement impossible. In that event, payments made to the Library for the event will be returned to Client, and return of payments is Client's sole remedy. Client waives all rights to any claims against the County of Roanoke or Roanoke County Public Library.

### **Facility Use**

**Attendance:** At the conclusion of the event, Client shall report meeting attendance, either on the form provided or to a staff person at the service desk.

**Signage:** Signs or posters promoting an event cannot be placed in the parking lot, on exterior or interior windows or doors, or on South County's bulletin board or digital signage. The day of the event, an 11"x17" event notice will be placed in a stand at the entrance to the auditorium for events being held in the auditorium. Meeting room renters are provided with an 8.5"x11" event notice at the entrance to the meeting room. Notices are South County branded and contain Client's name, date, and time of rental. Client may provide a meeting sign, if desired. A self-standing, foamcore-mounted poster with dimensions not to exceed 2'x3' can also be placed directly outside the meeting room door and cannot impede traffic. An easel will be provided upon request. If preferred, Clients who rent the auditorium may place this promotional poster inside the Commons door. No signage is allowed in the library.

**Compliance:** Client agrees that any use of South County Library facility will comply with all statutes, ordinances, rules, and regulations issued by federal, state, and local governments, including all rules of the Roanoke County Police and Fire & Rescue department. Client shall require that Client's agents, employees, contractors, or subcontractors do likewise.

**Licenses & Payments:** Client agrees to obtain or collect and to pay and deliver to the proper governmental agency or regulating authority, any and all license fees, permits, royalties, and taxes required in connection with the use of the facility. Questions about

this can be directed to the Roanoke County Commissioner of the Revenue's office at (540) 772-2046.

**Hazardous Material:** Client agrees not to bring onto the premises any material, substance, equipment, or object that is likely to endanger the life of, or cause bodily injury to, any person or may constitute a hazard to property. The Roanoke County Public Library, in its complete and sole discretion, reserves the right to refuse to allow any such material, substance, equipment, or object to be brought onto the South County premises and the further right to require its immediate removal therefrom.

**Recurring Usage:** Clients may rent space at South County up to 24 times a year with no more than two (2) meetings in any one month. Spaces may be rented more than one month in advance, but Clients who miss two consecutive scheduled meetings or "no show" for any meeting will forfeit the remaining meetings they have scheduled at South County.

**Amendments and Exceptions:** Library administration or the Library Board of Trustees may make exceptions or amend these policies or rules of use at any time.

## Conduct and Endorsement

**Conduct:** The conduct of all event participants and spectators while on South County Library property shall be the responsibility of the Client. Inappropriate behavior that damages library property or behavior that disrupts library patrons or library operations in a negative manner, especially situations where law enforcement is called because patrons or staff are concerned or feel threatened, will not be tolerated. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. The Roanoke County Public Library retains the right to evict objectionable persons from the premises. Violations may result in denial of future reservation requests.

Children cannot be left unattended and must be supervised by an adult at all times.

**Endorsement:** Neither the name nor the address of the Roanoke County Public Library or South County Library may be used as the official address or headquarters of an organization. Unless specifically authorized by the Library administration or the Board of Trustees, neither the name, logo, nor address of the Roanoke County Public Library or South County Library shall be used as an endorsement either directly or indirectly, or in such a manner or style as to convey that endorsement in any mail, flyers, posters, leaflets, brochures, or other promotional materials. Flyers, pamphlets, posters, and other Client-branded material may not be displayed or distributed on South County property except in a meeting area during a rented event.

## Security and Safety

**Police Protection:** Each Client should consider providing a minimum of one police officer for any public event at which 200 or more participants are expected to attend. In some situations, depending on the size and nature of the event, South County may require the Client to have one or more police officers present. If required, the Client will contact Lt. Steve Turner or designee with the Roanoke County Police Department to arrange for an off-duty officer to be present either in uniform or plain clothes at their event at the Client's expense. Lt. Turner's telephone number is (540) 777-8650.

**Building Security:** Neither the County of Roanoke nor the Roanoke County Public Library is responsible for any items left in the facility. The Client should take necessary precautions to protect valuable personal property during facility use.

### Building Safety:

**Capacity:** The Client will not sell or distribute tickets to events in excess of the seating capacity stated by the Roanoke County Fire Marshal or admit a larger number of

persons than can safely and freely move about in the rented space.

*Exits:* No portion of any passageway or exit shall be blocked or obstructed in any manner and no exit door shall be locked, blocked, or bolted while the facility is in use. All designated exits shall be maintained in such manner as to be visible at all times.

*Candles and Open Flames:* Use of candles, incense, and open flames is strictly prohibited. This does not apply to portable food warmers, which are to be placed on a non-combustible table and the flame extinguished immediately after use.

## Indemnity and Disclaimers

**Indemnity:** Client shall release, indemnify, keep, and save harmless, the County of Roanoke and the Roanoke County Public Library, its officers, agents, employees, or volunteers from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever, including death, to all persons, whether agents or employees of the Client or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connection with, the use by the Client of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs, and expenses, including reasonable attorney's fees.

**Right to Use:** Under special circumstances, the Library reserves the right to use a meeting space that has been reserved by an outside group. In this situation, the Client meeting may be postponed to another date that is suitable to the Client and the Library or any payments that may have been made to the Library for the event will be returned to Client. Postponement of the event or return of payment is Client's sole remedy. Client waives all rights to any claims against the County of Roanoke or Roanoke County Public Library.

**Subject to Change:** All terms, conditions, and fees are subject to change, without notice, by the Library Board of Trustees.